

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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FIERMAN PRODUCE EXCHANGE INC.,

Case No.: 07 CV 2927 (LAK)

Plaintiff,

-against-

**NOTICE OF MOTION**

WATERMELONS PLUS, INC., WATERMELONS, II,  
INC., ANTHONY M. PAGANO and MICHAEL J.  
PAGANO,

Defendants.

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Upon the application for Default Judgment of Leonard Kreinces, Esq., dated the 10<sup>th</sup> day of September, 2007, the Affidavit in Support dated the 10<sup>th</sup> day of September, 2007, the Clerk's Certificate of Default, and all pleadings heretofore had herein, the undersigned moves this Court before the Honorable LEWIS A. KAPLAN for an Order granting the plaintiff a default judgment against defendants, WATERMELONS PLUS, INC. and MICHAEL J. PAGANO only, in the amount of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-FIVE and 87/100 (\$54,665.87) DOLLARS based upon the defendants failure to appear in this action.

Dated: Westbury, New York  
September 10, 2007

Yours, etc.,

KREINCES & ROSENBERG, P.C.

By: \_\_\_\_\_  
LEONARD KREINCES (LK6524)  
Attorneys for Plaintiff  
900 Merchants Concourse, Suite 305  
Westbury, New York 11590  
(516) 227-6500

Z:\kreinces\WORK\HUNTSPPOINT\FIERMAN\Watermelon Plus\Default Jmt Federal.NoAnswr.wpd

4. Jurisdiction of the subject matter of this action is based upon Federal question jurisdiction. Thereafter an amended Summons and amended Complaint was filed with the Clerk of the Court and issued for service upon WATERMELONS PLUS, INC. and MICHAEL J. PAGANO. That amended Summons and amended Complaint was served upon WATERMELONS PLUS, INC. on July 27, 2007 and upon MICHAEL J. PAGANO on July 28, 2007. Copies of the Affidavits of Service of the amended Complaint and amended Summons is annexed hereto as Exhibit "B".

5. This action seeks judgment for the liquidated amount of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-SIX and 87/100 (\$54,665.87) DOLLARS, plus interest from December 2, 2005 in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY and 64/100 (\$8,330.64) DOLLARS plus costs of ONE HUNDRED NINETY and 00/100 (\$190.00) DOLLARS, for a total of FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-SIX and 51/100 (\$55,686.51) DOLLARS, as shown by the annexed Statement, which is justly due and owing, and no part of which has been paid except as therein set forth.

7. The statement of account and invoices supporting the liquidated amount of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-FIVE and 87/100 (\$54,665.87) DOLLARS is annexed hereto as Exhibit "C".

8. The disbursements sought to be taxed have been made in this action and will necessarily be made herein.

**WHEREFORE**, the plaintiffs request the entry of Default and the entry of the annexed

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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FIERMAN PRODUCE EXCHANGE INC.,

Case No.: 07CV 2927 (LAK)

Plaintiff,

-against-

**AFFIDAVIT OF LEONARD  
KREINCES, ESQ.**

WATERMELONS PLUS, INC., WATERMELONS, II,  
INC., ANTHONY M. PAGANO and MICHAEL J.  
PAGANO,

Defendants.

---

STATE OF NEW YORK     )  
COUNTY OF NASSAU     )     ss.:

LEONARD KREINCES, ESQ., being duly sworn, deposes and says:

1. I am a member of the Bar of this Court and am a member of the firm of KREINCES & ROSENBERG, P.C., attorneys for the plaintiff in the above-entitled action, and I am familiar with all the facts and circumstances in this action.

2. I make this affidavit pursuant to Rule 55.1 and 55.2(a) of the Civil Rules for the Southern District of New York, in support of the plaintiff's application for the entry of a judgment against the defendants, WATERMELONS PLUS, INC. and MICHAEL J. PAGANO.

3. This is an action to recover the unpaid balance of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-FIVE and 87/100 (\$54,665.87) DOLLARS, owed by the defendants, WATERMELONS PLUS, INC., and MICHAEL J. PAGANO, to the plaintiff for the balance of unpaid perishable agricultural commodities. The amended complaint is annexed hereto as Exhibit "A."

4. Jurisdiction of the subject matter of this action is based upon Federal question jurisdiction. Thereafter an amended Summons and amended Complaint was filed with the Clerk of the Court and issued for service upon WATERMELONS PLUS, INC. and MICHAEL J. PAGANO. That amended Summons and amended Complaint was served upon WATERMELONS PLUS, INC. on July 27, 2007 and upon MICHAEL J. PAGANO on July 28, 2007. Copies of the Affidavits of Service of the amended Complaint and amended Summons is annexed hereto as Exhibit "B".

5. This action seeks judgment for the liquidated amount of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-SIX and  $87/100$  (\$54,665.87) DOLLARS, plus interest from December 2, 2005 in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY and  $64/100$  (\$8,330.64) DOLLARS plus costs of ONE HUNDRED NINETY and  $00/100$  (\$190.00) DOLLARS, for a total of FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-SIX and  $51/100$  (\$55,686.51) DOLLARS, as shown by the annexed Statement, which is justly due and owing, and no part of which has been paid except as therein set forth.


7. The statement of account and invoices supporting the liquidated amount of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-FIVE and  $87/100$  (\$54,665.87) DOLLARS is annexed hereto as Exhibit "C".

8. The disbursements sought to be taxed have been made in this action and will necessarily be made herein.

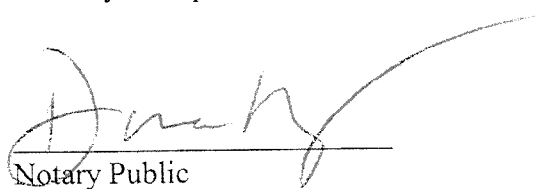
**WHEREFORE**, the plaintiffs request the entry of Default and the entry of the annexed

Judgment against the defendants, WATERMELONS PLUS, INC. and MICHAEL J. PAGANO.

Dated: Westbury, New York  
September 10, 2007

  
\_\_\_\_\_  
LEONARD KREINCES (LK6524)

Sworn to before me this  
10<sup>th</sup> day of September, 2007.

  
\_\_\_\_\_  
Notary Public

**DONNA MURPHY**  
**Notary Public, State of New York**  
**No. 01MU4928536**  
**Qualified in Nassau County**  
**Commission Expires April 25, 2010**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

FIERMAN PRODUCE EXCHANGE INC.,

Case No.: 07 CV 2927 (LAK)

Plaintiff,

-against-

**STATEMENT OF DAMAGES**

WATERMELONS PLUS, INC., WATERMELONS, II,  
INC., ANTHONY M. PAGANO and MICHAEL J.  
PAGANO,

Defendants.

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Principal Amount Sued for	\$54,665.87
Interest at 9% from December 2, 2005 through September 10, 2007	\$ 8,330.64
Costs and Disbursements:	
Clerk's Fee	\$120.00
Process Server fee for service	\$50.00
Statutory Fee	\$20.00
TOTAL as of September 10, 2007	\$55,686.51

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

FIERMAN PRODUCE EXCHANGE INC.,

Case No.: 07 CV 2927 (LAK)

Plaintiff,

-against-

**CLERK'S CERTIFICATE**

WATERMELONS PLUS, INC., WATERMELONS, I81,  
INC. ANTHONY M. PAGANO and MICHAEL J.  
PAGANO,

Defendant.

---

I, J. MICHAEL McMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on May 17, 2007 with the filing of a Summons and Complaint, and thereafter, the defendants, WATERMELONS PLUS INC. and MICHAEL J. PAGANO, were served with an with a copy of the Amended Summons and Amended Complaint on July 27, 2007 and July 28, 2007 respectively, and proof of such service thereof was filed with the Court.

If further certify that the docket entries indicate that the defendants, WATERMELONS PLUS INC. and MICHAEL J. PAGANO, have not filed an Answer or otherwise moved with respect to the complaint herein. The default of the defendants, WATERMELONS PLUS, INC. and MICHAEL J. PAGANO is hereby noted.

Dated: New York, New York  
September 10, 2007

J. MICHAEL McMAHON  
Clerk of the Court

By:   
Deputy Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

---

FIERMAN PRODUCE EXCHANGE INC.,

Case No.: 07 CV 2927 (LAK)

Plaintiff,

-against-

**DEFAULT JUDGMENT**

WATERMELONS PLUS, INC., WATERMELONS, II,  
INC. ANTHONY M. PAGANO and MICHAEL J.  
PAGANO,

Defendants.

---

This action having been commenced on May 17, 2007, by the filing of the Summons and Complaint, and thereafter, a copy of the Amended Summons and Amended Complaint were served on the defendants, WATERMELONS PLUS, INC. and MICHAEL J. PAGANO, and proof of such service having been filed with the Court, and time for the defendants, WATERMELONS PLUS, INC. and MICHAEL J. PAGANO, to answer the Amended Complaint having expired, it is

ORDERED, ADJUDGED AND DECREED: That the plaintiff have judgment against the defendants, WATERMELONS PLUS, INC. and MICHAEL PAGANO in the liquidated amount of FIFTY-FOUR THOUSAND SIX HUNDRED SIXTY-FIVE and 87/100 (\$54,665.87) DOLLARS, with interest at nine percent (9%) from December 2, 2005 in the amount of EIGHT THOUSAND THREE HUNDRED THIRTY and 64/100 (\$8,330.64 ) DOLLARS, plus costs and disbursements of this action in the amount of ONE HUNDRED NINETY AND 00/100 (\$190.00) DOLLARS amounting in all to FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-SIX and 51/100 (\$55,686.51) DOLLARS.

Dated: New York, New York  
September \_\_\_, 2007

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U.S.D.J.

This document was entered on the  
docket on \_\_\_\_\_.



**EXHIBIT “A”**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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FIERMAN PRODUCE EXCHANGE INC.,

Plaintiff,

Case No.: 07-CV 2927 (RO)

-against-

WATERMELONS PLUS, INC., WATERMELONS,  
II, INC., ANTHONY M. PAGANO and MICHAEL J.  
PAGANO,

Defendants.

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**AMENDED COMPLAINT (to  
Enforce Payment From Produce  
Trust)**

FIERMAN PRODUCE EXCHANGE, INC. (hereinafter referred to as "FIERMAN" or "plaintiff"), for its complaint against defendants, alleges:

**JURISDICTION AND VENUE**

1. Jurisdiction is based on Section 5(c)(5) of the Perishable Agricultural Commodities Act, 7 U.S.C. § 499e(c)(4), (hereinafter "the PACA"), 28 U.S.C. §1331 and 28 U.S.C. §1332.
2. Venue in this District is based on 28 U.S.C. §1391 in that the events constituting the claims arose in this District.

**PARTIES**

3. Plaintiff is a corporation engaged in the business of buying and selling wholesale quantities of perishable agricultural commodities (hereafter "produce") in interstate commerce. At all times pertinent herein, plaintiff was licensed as a dealer under the provisions of PACA.

4. Defendant, WATERMELONS PLUS, INC. ("WATERMELONS PLUS"), upon information and belief, is a New York corporation with a principal place of business at 99 Terminal

Brooklyn Terminal Market, Brooklyn, New York, and was at all times pertinent herein, a dealer and commission merchant and subject to and licensed under the provisions of the PACA as a dealer and commission merchant.

5. Defendant, WATERMELONS II, INC. ("WATERMELONS II"), upon information and belief, is a corporation with a principal place at 97 Brooklyn Terminal Market, Brooklyn, New York, and was at all times pertinent herein, a dealer and commission merchant and subject to and licensed under the provisions of the PACA as a dealer and commission merchant.

6. The defendant, ANTHONY M. PAGANO ("PAGANO"), is a principal officer, director and shareholder of WATERMELONS PLUS and was the conscious moving force concerning the operations of that corporation.

7. The defendant, PAGANO, directed all of the activities and operations of WATERMELONS PLUS.

8. The defendant, PAGANO, is a principal officer, director and shareholder of WATERMELONS II and was the conscious moving force concerning the operations of that corporation.

9. The defendant, PAGANO, directed all of the activities and operations of WATERMELONS II.

10. The defendant, MICHAEL J. PAGANO ("M.J. PAGANO"), is a principal officer,

director and shareholder of WATERMELONS PLUS and was the conscious moving force concerning the operations of that corporation.

11. The defendant, M.J. PAGANO, directed all of the activities and operations of WATERMELONS PLUS.

12. The defendant, M.J. PAGANO, is a principal officer, director and shareholder of WATERMELONS II and was the conscious moving force concerning the operations of that corporation.

13. The defendant, M.J. PAGANO, directed all of the activities and operations of WATERMELONS II.

14. At all times hereinafter mentioned, the defendants, WATERMELONS PLUS and WATERMELONS II, were dealers and commissioned merchants and subject to and licensed under the provisions of the PACA as a dealer and commissioned merchant.

#### **GENERAL ALLEGATIONS**

15. This action is brought to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5 of the PACA, 7 U.S.C. §499e(c).

16. FIERMAN sold and delivered to defendant, WATERMELONS PLUS, in interstate commerce, \$54,665.87 worth of wholesale quantities of produce.

17. FIERMAN sold and delivered to defendant, WATERMELONS II, in interstate commerce, \$35,381.00 worth of wholesale quantities of produce.

18. Defendant, WATERMELONS PLUS, has failed to pay for the produce when payment was due, despite repeated demands and presently owe plaintiff \$54,665.87.

19. Defendant, WATERMELONS II, has failed to pay for the produce when payment was due, despite repeated demands and presently owe plaintiff \$35,381.00.

20. At the time of receipt of the produce, plaintiff became a beneficiary in a statutory trust designed to assure payment to produce suppliers. The trust consists of all produce or produce-related assets, including all funds commingled with funds from other sources and all assets procured by such funds, in the possession or control of each defendant since the creation of the trust.

21. Plaintiff preserved its interest in the PACA trust in the amount of \$54,665.87 and remains a beneficiary until full payment is made for the produce.

22. Plaintiff preserved its interest in the PACA trust in the amount of \$35,381.00 and remains a beneficiary until full payment is made for the produce.

23. The defendants are experiencing severe cash flow problems and are unable to pay plaintiff for the produce plaintiff supplied.

24. The defendants' failure and inability to pay show that defendants are failing to maintain sufficient assets in the statutory trust to pay plaintiff and are dissipating trust assets.

**COUNT 1 AGAINST WATERMELONS PLUS  
(FAILURE TO PAY TRUST FUNDS)**

25. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 24 above as if fully set forth herein.

26. The failure of defendant to make payment to plaintiff of trust funds in the amount of

\$54,665.87 from the statutory trust is a violation of the PACA and PACA regulations, and is unlawful.

WHEREFORE, plaintiff requests an order enforcing payment from the trust by requiring immediate payment of \$54,665.87 to plaintiff.

**COUNT 2 AGAINST WATERMELONS II  
(FAILURE TO PAY TRUST FUNDS)**

27. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 26 above as if fully set forth herein.

28. The failure of defendant to make payment to plaintiff of trust funds in the amount of \$35,381.00 from the statutory trust is a violation of the PACA and PACA regulations, and is unlawful.

WHEREFORE, plaintiff requests an order enforcing payment from the trust by requiring immediate payment of \$35,381.00 to plaintiff.

**COUNT 3 AGAINST WATERMELONS PLUS  
(FAILURE TO PAY FOR GOODS SOLD)**

29. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 28 above as if fully set forth herein.

30. Defendant failed and refused to pay plaintiff \$54,665.87 owed to plaintiff for produce received by defendants from plaintiff.

WHEREFORE, plaintiff requests judgment in the amount of \$54,665.87 against the defendant.

**COUNT 4 AGAINST WATERMELONS II  
(FAILURE TO PAY FOR GOODS SOLD)**

31. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 30 above as if fully set forth herein.

32. Defendant failed and refused to pay plaintiff \$35,381.00 owed to plaintiff for produce received by defendants from plaintiff.

WHEREFORE, plaintiff requests judgment in the amount of \$35,381.00 against the defendant.

**COUNT 5 AGAINST WATERMELONS PLUS  
(INTEREST AND ATTORNEY'S FEES)**

33. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 32 above as if fully set forth herein.

34. As a result of defendants' failure to make full payment promptly of \$54,665.87, plaintiff has lost the use of said money.

35. As a further result of defendant's failure to make full payment promptly of \$54,665.87, plaintiff, has been required to pay attorney's fees and costs in order to bring this action to require defendant to comply with their statutory duties.

**COUNT 6 AGAINST WATERMELONS II  
(INTEREST AND ATTORNEY'S FEES)**

36. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 35 above as if fully set forth herein.

37. As a result of defendants' failure to make full payment promptly of \$35,381.00, plaintiff has lost the use of said money.

38. As a further result of defendant's failure to make full payment promptly of

\$35,381.00, plaintiff, has been required to pay attorney's fees and costs in order to bring this action to require defendant to comply with their statutory duties.

**COUNT 7 AGAINST M.J. PAGANO  
(FAILURE TO PAY TRUST FUNDS)**

39. Plaintiff incorporates each and every allegation set forth in paragraphs 1 to 38 above as if fully set forth herein.

40. The defendant, M.J. PAGANO, is personally responsible to pay all sums due to the plaintiff.

**WHEREFORE**, plaintiff requests judgment against each of the defendants for prejudgment interest, costs and attorneys fees.

Dated this 15<sup>th</sup> day of May, 2007.

Respectfully submitted,

KREINCES & ROSENBERG, P.C.

By: 

LEONARD KREINCES (LK/6524)

Attorneys for Plaintiff

900 Merchants Concourse, Suite 305

Westbury, New York 11590

(516) 227-6500



**EXHIBIT “B”**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FIERMAN PRODUCE EXCHANGE, INC.

Plaintiff(s), Petitioner(s)

against

WATERMELONS PLUS INC, ET AL.

Defendant(s), Respondent(s)

ATTORNEY: Kreinces & Rosenberg, P.C.

Index No.: 07 CV 2927 (RO)

AFFIDAVIT OF SERVICE

STATE OF N.Y.: COUNTY OF NASSAU: ss:

I, Christopher J. Klein, being duly sworn according to law upon my oath, depose and say, that deponent is not a party to this action, is over 18 years of age and resides in Flushing, NY.

That on **July 28, 2007 at 5:37 PM at 766 Sherwood St., Private house, N. Woodmere, NY 11598**, deponent served the **Amended Summons in a Civil Action & Amended Complaint** upon **Michael J. Pagano**, (Defendant/Respondent) herein known as Recipient.

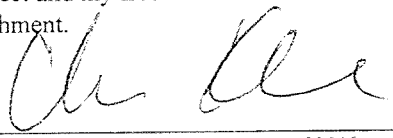
Said service was effected in the following manner;

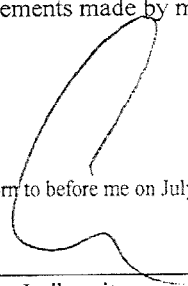
By affixing and taping a true copy of each to the entrance door of said property, which is Recipient's place of residence within the state. Deponent was unable, with due diligence to find Recipient or a person of suitable age and discretion thereat, having attempted service at said address on the following notations; 7/25/07@ 6:46am, 7/26/07@ 10:38pm, 7/27/07@ 9:21am

On **July 29, 2007**, after delivery of process was effected, deponent enclosed an additional true and attested copy of same in postpaid envelope addressed to the Recipient at Recipient's place of residence in an official depository under the exclusive care of the United States Postal Service within New York State. The envelope bore the Legend "Personal & Confidential" and did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the Recipient.

I asked the person spoken to, Mrs Wells, Neighbor, a person who resides at 760 Sherwood St., N. Woodmere, NY 11598, if the Recipient was in active military service of the United States or the State of New York in any capacity and received a negative reply. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the Recipient is not in the military service of New York State or the United States as that term is defined in the statutes of New York State or the Federal Soldiers and Sailors Civil Relief Act.

I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

  
Christopher J. Klein, License No. 1188546

  
Sworn to before me on July 30, 2007

Alan Leibowitz  
Notary Public, State of New York  
Registration No. 01LE6029931  
Qualified in Nassau County  
Commission Expires August 30, 2009

Ultimate Process Service (516) 333-3447  
Case No.: 81546

**AFFIDAVIT OF SERVICE THROUGH THE SECRETARY OF STATE**

Index # 07 CV 2927

Purchased/Filed:

STATE OF NEW YORK

UNITED STATES DISTRICT COURT

SOUTHERN COUNTY

Fierman Produce Exchange, Inc.

Plaintiff

against

Watermelons Plus, Inc. and Michael J. Pagano

Defendant

STATE OF NEW YORK  
COUNTY OF ALBANY

SS.:

Jessica Miller, being duly sworn, deposes and says: deponent is over the age of eighteen (18) years; that on July 27, 2007, at 11:45am, at the office of the Secretary of State of the State of New York in the City of Albany, New York deponent served the annexed Amended Summons in a Civil Action and Amended Complaint together with the Index # on Watermelons Plus, Inc., the Defendant in this action, by delivering to and leaving with Donna Christie, AUTHORIZED AGENT in the Office of the Secretary of State, of the State of New York, personally at the Office of the Secretary of State of the State of New York, 2 true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of 40.00 dollars; That said service was made pursuant to Section 306 Business Corporation Law.

Deponent further says that deponent knew the person so served as aforesaid to be the agent in the Office of the Secretary of State of the State of New York, duly authorized to accept such service on behalf of said defendant.

Description of the person served: Approx. Age: 38 Approx. Wt: 140 Approx. Ht: 5'6  
Color of skin: White Hair color: Blonde Sex: Female Other: \_\_\_\_\_

Sworn to before me on this

31st day of July 2007

Deborah A Bottist (BERLIN)

DEBORAH A BOTTISTI  
NOTARY PUBLIC, State of New York  
No 01BO6036756, Qualified in Albany County  
Commission Expires February 7, 2010

Jessica Miller  
Jessica Miller

Invoice•Work Order # 0613289

State of New York - Department of State  
Receipt for Service

Receipt #: 200707300480

Cash #: 200707300229

Date of Service: 07/27/2007

Fee Paid: \$40 - CHECK

Service Company: 05 ATTORNEY'S PROCESS & RESEARCH SERVICES -

Service was directed to be made pursuant to: SECTION 306 OF THE BUSINESS  
CORPORATION LAW

Party Served: WATERMELONS PLUS, INC.

Plaintiff/Petitioner:

FIERMAN PRODUCE EXCHANGE, INC.

Service of Process Address:

WATERMELONS PLUS, INC.

101-01 AVENUE D

BROOKLYN, NY 11236

Secretary of State  
By DONNA CHRISTIE

**EXHIBIT “C”**

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5-812-03+

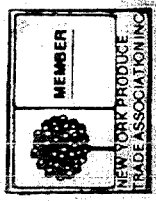
28-029-50+

21-840-57+

924-00+

54-665-87+

# FIERMAN PRODUCE EXCHANGE INC. COMMISSION MERCHANTS ONIONS & POTATOES OUR SPECIALTY HUNTS POINT TERMINAL MARKET



On this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received.

"In the event of the enforcement of our trust claim, we will seek to recover reasonable attorney's fees and the costs of recovery."

**WATERMELON PLUS, INC.**  
 99 BROOKLYN TERMINAL MKT.  
 BROOKLYN, NY 11236

STORES 247-256 ROW B  
 BRONX, NY 10474

CUSTOMER'S WAIT DATE  
 12/07/05

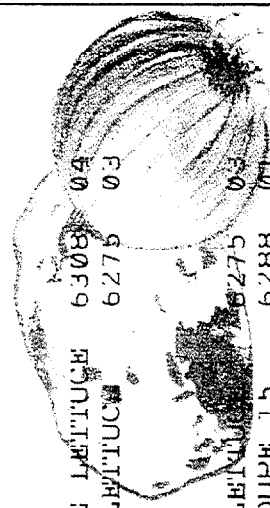
CURRENT  
 1 WEEK  
 2 WEEKS  
 3 WEEKS  
 PAST DUE  
 OVER 4 WEEKS

*PAID*  
 12/24/06  
 0.00 \*

NET CASH-IN ACCORDANCE WITH PACA TRUST. PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND PAST DUE 10 DAYS FROM ACCEPTANCE OF DELIVERY.

NO ALLOWANCES OR RETURNS WILL BE GIVEN UNLESS IS OBTAINED FROM SALESMAN AUTHORIZING SAME

INVOICE NO.	DATE	QUANTITY	DESCRIPTION	PRICE	EXTENSION
00618811	12/02/05	56	DEL CANTALOUPE 15	18.00	1,008.00
		70	HONEY DEW 5'S	10.50	735.00
		120	TOMATO CHERRY	10.00	1,200.00
		2	EGGPLANT 18	13.00	26.00
		160	LINER LETTUCE	12.00	1,920.00
		40	GRAPE CRIMSON R	12.00	480.00
0247329		960	K-260		
		96	MAC APPLE 140	8.00	768.00
		96	APPLE FUJI 140	8.00	768.00
00626561	12/06/05	35	BROCK ROMANE LETTUCE	13.00	455.00
		80	LINER LETTUCE	13.00	1,040.00
00629421	12/07/05	40	DEL LINER LETTUCE	13.00	520.00
		43	CANTALOUPE 15	18.00	774.00
		7	SQUASH GR.W/B	14.00	98.00
		32	CELERY/PAS 24	15.00	480.00



*Handwritten notes:*  
 12/27/05  
 12/27/05  
 12/27/05

JAN 6 2006 DEC 21 2006

\*\* THANK YOU FOR YOUR PROMPT PAYMENT AUG 29 2006

AMOUNT DUE  
 PAID 12/24/06  
 17,184.00

*Handwritten notes:*  
 OK 10/26  
 Bal  
 10,000.00  
 3,812.00 \*

TELEPHONE 718-833-1640  
FAX NO. 718-328-3738  
PAST DUE ACCOUNTS WILL ACCRUE 1.25% INTEREST PER MONTH. IF LEGAL ACTION IS TAKEN TO COLLECT PAST DUE AMOUNT, YOU AGREE TO PAY OUR REASONABLE ATTORNEY'S FEES AND COSTS.  
CLAIMS FOR ERRORS MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS

**FIERMAN PRODUCE EXCHANGE INC.**  
COMMISSION MERCHANTS  
**ONIONS & POTATOES**  
**OUR SPECIALTY**  
HUNT'S POINT TERMINAL MARKET

TERMS NET 10 DAYS  
STORES 247-256 ROW B  
BRONX, N.Y. 10474

**WATERMELON PLUS, INC.**  
99 BROOKLYN TERMINAL MKT.  
BROOKLYN, NY 11236

CURRENT 28089.50  
1 WEEK 17184.00  
2 WEEKS 8648.00  
3 WEEKS 4845.00  
PAST DUE 98506.00  
OVER 4 WEEKS

NO ALLOWANCES OR RETURNS WILL BE GIVEN UNLESS A CREDIT SLIP IS OBTAINED FROM SALESMAN AUTHORIZING SAME.

NET CASH-IN ACCORDANCE WITH PACA TRUST, PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND PAST DUE 10 DAYS FROM ACCEPTANCE OF DELIVERY.

INVOICE NO.	DATE	QUANTITY	DESCRIPTION	PRICE	EXTENSION	TICKET TOTAL	DAY TOTAL
		10	CUKE SELECT	32.00	320.00		
		148	RUSSET'S #2	8.50	1,258.00	2,398.00	2,398.00



AMOUNT DUE \$ 28,089.50

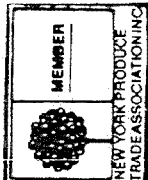
"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499(e)(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities and any receivables or proceeds from the sale of these commodities until full payment is received."  
"In the event of the enforcement of our trust claim, we will seek to recover reasonable attorney's fees and the costs of recovery."

SOLD TO

\*\* YOUR PROMPT PAYMENT IS APPRECIATED \*\*



FIERMAN PRODUCE EXCHANGE INC.



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SOLD TO

WATERMELON PLUS, INC.  
99 BROOKLYN TERMINAL MKT.  
BROOKLYN, NY 11236

COMMISSION MERCHANTS  
ONIONS & POTATOES  
OUR SPECIALTY  
HUNT'S POINT TERMINAL MARKET

STORES 247-256 ROW B  
BRONX, N.Y. 10474

TELEPHONE 718-893-1640  
FAX NO. 718-328-3738

PAST DUE ACCOUNTS WILL ACCRUE 1.25% INTEREST PER MONTH, IF LEGAL ACTION IS TAKEN TO COLLECT PAST DUE AMOUNT. YOU AGREE TO PAY OUR REASONABLE ATTORNEY'S FEES AND COSTS.

CLAIMS FOR ERRORS MUST BE MADE IMMEDIATELY UPON RECEIPT OF GOODS

TERMS NET 10 DAYS

PAGE 1

CURRENT	28089.50
1 WEEK	17184.00
2 WEEKS	8648.00
3 WEEKS	4845.00
PAST DUE	98506.00
OVER 4 WEEKS	

CUSTOMER NO.	
DATE	12/14/05

NO ALLOWANCES OR RETURNS WILL BE GIVEN UNLESS A CREDIT SLIP IS OBTAINED FROM SALESMAN AUTHORIZING SAME.

NET CASH-IN ACCORDANCE WITH PACA TRUST, PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND PAST DUE 10 DAYS FROM ACCEPTANCE OF DELIVERY.

INVOICE NO.	DATE	QUANTITY	DESCRIPTION	PRICE	EXTENSION	TICKET TOTAL	DAY TOTAL
00632631	12/08/05	48	LINER LETTUCE	13.00	624.00		
		5	LEMON 165	16.00	80.00		
		20	BROCCOLI 14	6.00	120.00	824.00	
0247126		1680	K-261				
		1	ANJOU PEAR 150	11.45	19,236.00		
			REORDER	23.50	23,5019,259.50		20,083.50
00636491	12/09/05	30	ROMAINE LETTUCE	14.00	420.00		
		50	TOMATO CHERRY	11.00	550.00		
		20	SQUASH MED GR.	8.00	160.00		
		120	LINER LETTUCE	13.00	1,560.00	2,690.00	
00644671	12/13/05	80	LINER LETTUCE	14.00	1,120.00		
		2	EGGPLANT	15.00	30.00		
		20	SQUASH PCY GREEN	14.00	280.00		
		56	CANTALOUPE 15	18.00	1,008.00		
		32	CELERY/PAS 24	15.00	480.00	2,918.00	
00648001	12/14/05	40	HONEY DEW 5'S	10.00	400.00		
		15	RD. PEPPER XLGE.	28.00	420.00		

AMOUNT DUE \$

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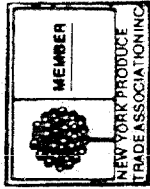
S O L D T O

# FIERMAN PRODUCE EXCHANGE INC.

COMMISSION MERCHANTS

ONIONS & POTATOES  
OUR SPECIALTY  
HUNTS POINT TERMINAL MARKET

STORES 247-256 ROW B  
BRONX, N.Y. 10474



WATERMELON PLUS, INC.  
99 BROOKLYN TERMINAL MKT.  
BROOKLYN, NY 11236

TELEPHONE  
FAX NO. 718

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TERMS NET 10 DAYS

PAGE 1

CURRENT 21840.37  
1 WEEK 28089.50  
2 WEEKS 17184.00  
3 WEEKS 8648.00  
PAST DUE 91119.00  
OVER 4 WEEKS

CUSTOMER NO.  
WAT'S  
DATE  
12/21/05

NO ALLOWANCES OR RETURNS WILL BE GIVEN UNLESS A CREDIT SLIP IS OBTAINED FROM SALESMAN AUTHORIZING SAME.

NET CASH-IN ACCORDANCE WITH PACA TRUST. PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND PAST DUE 10 DAYS FROM ACCEPTANCE OF DELIVERY.

INVOICE NO.	DATE	QUANTITY	DESCRIPTION	PRICE	EXTENSION	TICKET TOTAL	DAY TOTAL
00665156	12/15/05	32 20	CELERY/PAS 24 LINER LETTUCE	15.00 14.00	480.00 280.00	760.00	760.00
00664931	12/16/05	40 20 1 5 19 13	LINER LETTUCE ROMAINE LETTUCE CAULIFLOWER 12 BROCCOLI 14 CELERY/PAS 30 CELERY/PAS 30	14.00 14.00 18.00 12.00 15.00 15.00	560.00 280.00 18.00 60.00 285.00 195.00	1,398.00	1,398.00
02475311	12/19/05	931 1	K-280 ANJOU HEAR 150 RECORDER	17.77 23.50	16,543.87 23.50	16,567.37	16,567.37
00662661	12/20/05	80 15 5	DEL LET.CELLO 24 HONEY DEW 5'S BROCCOLI 14	17.00 10.00 15.00	1,360.00 150.00 75.00	1,585.00	
0066578		90	PICK UP LINER LETTUCE	17.00	1,530.00	1,530.00	3,115.00

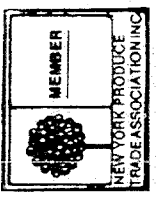
AMOUNT DUE \$ 21,840.37

MERRY CHRISTMAS \*\*\*\*\*

# FIERMAN PRODUCE EXCHANGE INC.

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**99 BROOKLYN TERMINAL MKT.**  
**BROOKLYN, NY 11236**

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PAGE 1

TERMS NET 10 DAYS

CURRENT	924.00
1 WEEK	21840.37
2 WEEKS	28089.50
3 WEEKS	17184.00
PAST DUE	99767.00
OVER 4 WEEKS	

CUSTOMER NO.  
 WAITER  
 DATE  
 12/28/05

NET CASH-IN ACCORDANCE WITH PACA TRUST. PAYMENT IS DUE UPON RECEIPT OF INVOICE, AND PAST DUE 10 DAYS FROM ACCEPTANCE OF DELIVERY.

NO ALLOWANCES OR RETURNS WILL BE GIVEN UNLESS A CREDIT SLIP IS OBTAINED FROM SALESMAN AUTHORIZING SAME.

INVOICE NO.	DATE	QUANTITY	DESCRIPTION	PRICE	EXTENSION	TICKET TOTAL	DAY TOTAL
0068034	12/28/05	30	CARROT LOOSE	12.00	360.00		
		23	CELERY / PAK 30	16.00	368.00		
		14	LINER LETTUCE	14.00	196.00	924.00	924.00



AMOUNT DUE \$ 924.00

\*\*\*\*\* HAVE A HAPPY NEW YEAR \*\*\*\*\*